



CITY OF INGLEWOOD

OFFICE OF THE CITY MANAGER



DATE: January 28, 2015

TO: Oversight Board to the City of Inglewood as Successor Agency

FROM: City of Inglewood, as Successor Agency

SUBJECT: Resolutions approving a parking services agreement between the City of Inglewood as Successor Agency and L&R Auto Parks, Inc., with respect to the Civic Center and Locust Street parking structures.

RECOMMENDATION:

It is recommended that the Oversight Board of the City of Inglewood as the Successor Agency take the following actions:

1. Approve the parking services contract with L&R Auto Parks, Inc., providing for parking services and staffing for the Civic Center and Locust Street parking structures and related services and supplies.
2. Adopt a resolution approving the Agreement between L&R Auto Parks, Inc and City of Inglewood as Successor Agency.

BACKGROUND:

As of February 1, 2012, all California redevelopment agencies were officially dissolved when the State of California enacted Assembly Bill 26. The City of Inglewood as Successor Agency to the former Inglewood Redevelopment Agency (Successor Agency) is now tasked with winding down the affairs of the former Inglewood Redevelopment Agency (Former Agency), including management and maintenance of all Former Agency-owned properties, including but not limited to, two (2) off-street parking structures located at the Inglewood Civic Center and Locust Street. This action is to approve a parking services agreement with L&R Auto Parks, Inc ("L & R") to provide parking garage staffing and related services and supplies for these two facilities for a period of three (3) years commencing on March 15, 2015, and expiring on February 28, 2018.

DISCUSSION

The City of Inglewood, as the Successor Agency to the former City of Inglewood Redevelopment Agency operates two (2) off-street parking structures located at the Inglewood Civic Center and Locust Street. These facilities provide public parking and require attendant staffing services to collect fees and provide general oversight. These services are currently

provided through contracted services with Professional Account Management LLC, a Duncan Solutions company.

On June 25, 2014 a Request for Proposal (RFP) was prepared and issued by the Successor Agency to define an expanded scope of work to cover additional hours of service and provide a means to efficiently purchase supplies and equipment needed for operation and maintenance of the parking garage facilities. Notice of the RFP was issued to qualified companies throughout southern California that provide parking structure attendant services.

Proposals were received from two (2) qualified companies; Modern Parking and L&R Auto Parks, Inc. Review of proposals took place during August and September. Interviews with both companies were conducted by a staff committee chaired by Assistant City Manager, staff from the Community and Economic Development and Parking & Enterprise Services. Reference checks took place in October. The results of the proposal evaluation, interviews and reference checks were reviewed by the City Manager, City Attorney and special outside legal counsel on the behalf of the Successor Agency.

The evaluation period and contract development was extended into January 2015. Bidders were requested to extend the proposal evaluation and contract approval process through March 31, 2015.

Proposal Evaluation by Reviewing Committee

- L&R's evaluation and score was 158 points. (Ranked #1).
- Modern Parking's evaluation and score was 134 points. (Ranked #2)

The difference in score was due to factors including: stronger financial condition of L&R, quality and experience of management team, responses to interview questions, willingness to offer positions to existing contract staff and suggestions how to increase usage of Locust Street structure. The reviewing committee was also impressed with L&R's proposed strategy to provide supervision and backup staff from L&R Auto Park's "Wally Park" facility at LAX, which 3 miles from Inglewood's Parking Garages. L&R also offered to assist the Successor Agency in exploring ideas to increase volume of parking at Locust Street garage through contracted offsite parking, special event parking with van transportation for downtown market street parking initiatives.

Other factors considered in the rating of proposals included:

- Reference checks were superior for L&R Auto Parks, Inc
- L&R was determined to be a stronger company in terms of net value, assets and line of credit
- L&R also committed to offer positions to existing contract staff who work under PAM agreement.

L&R Auto Parks, Inc. Proposal Summary

The following proposed rates for full time and part time staff attendants and other costs are:

- Full time and part time staff the proposed rate is \$19.90. (One rate for all positions is desirable for billing and administration.)

- Labor rates are the same for both garages
- Rates are fixed for first 24 months of service
- Future price adjustments are based on changes to CPI and limited to 3.5% maximum
- Reimbursement for repairs costing less than \$1,000 will have no markup
- Reimbursement rate for supplies costing less than \$1,000 will have no markup
- Reimbursement for repairs costing \$1,000 or more will have 1.5% markup
- Reimbursement for supplies costing \$1,000 or more will have 1.5% markup.

FINANCIAL/FUNDING ISSUES AND SOURCES:

The source of funds to pay for the subject parking garage contract staffing and supplies shall be paid from revenues derived from rental income generated by the facilities.

DESCRIPTION OF ANY ATTACHMENTS:

Attachment 1 - Agreement with L&R Auto Parks, Inc

Attachment 2 - Resolution approving the contract with L&R Auto Park, Inc

APPROVAL VERIFICATION SHEET

PREPARED AND PRESENTED BY:

Margarita Cruz, Oversight Board member

REVIEWED AND APPROVED BY:

Royce K. Jones, Kane, Ballmer & Berkman,
Special Legal Counsel to the Successor Agency

**SUCCESSOR AGENCY OF THE
FORMER INGLEWOOD REDEVELOPMENT AGENCY**

AGREEMENT NO. 15-

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the City of Inglewood as Successor Agency of the Former Inglewood Redevelopment Agency, a public entity created under Part 1.85 of Assembly Bill No. 26 (1st Ex. Sess.) as set forth in California Health & Safety Code sections 34170 through 34191 (“SUCCESSOR AGENCY”), and L & R Auto Parks, Inc., a California corporation, with its principal place of business located at 550 S. Hope Street, Suite 2200, Los Angeles, CA 90071 and registered with the California Secretary of State (“CONTRACTOR”).

RECITALS

WHEREAS, the SUCCESSOR AGENCY is the fee owner of two (2) public parking garages located within the City of Inglewood and specifically identified as: (1) Civic Center Plaza, One W. Manchester Boulevard; and (2) 115 South Locust Street (collectively “PARKING GARAGES”);

WHEREAS, the SUCCESSOR AGENCY is responsible for operating and maintaining the Parking Garages subject to California Department of Finance (“DOF”) budgetary and operational oversight until fee ownership of the PARKING GARAGES are transferred by the SUCCSEESOR AGENCY pursuant to a DOF-approved Long Range Property Management Plan officially providing for the disposition of the Parking Garages;

WHEREAS, the SUCCESSOR AGENCY issued a Request for Proposals for Parking Garage Staffing Services (“RFP”), which by this reference is fully incorporated herein, by an experienced contractor to manage, supervise, operate and administer the Parking Garages on the behalf of the SUCCESSOR AGENCY prior to disposition;

WHEREAS, the CONTRACTOR holds itself out as capable and competent to perform the services requested in the RFP and by the SUCCESSOR AGENCY; and

1 **WHEREAS**, the CONTRACTOR agrees and acknowledges that it has
2 investigated and researched all matters and conditions pertinent to and affecting the
3 work to be performed and labor and materials needed as required by this
4 AGREEMENT, and its decision to execute this AGREEMENT is based on such
5 independent investigation and research;

6 **NOW THEREFORE**, the SUCCESSOR AGENCY and CONTRACTOR
7 (collectively referred to as the "PARTIES") agree as follows:

8 **ARTICLE 1 – SCOPE OF SERVICES**

9 CONTRACTOR shall provide all labor, tools, materials, equipment, supplies,
10 and transportation necessary to supervise, operate, and administer the Parking Garages
11 as required by the SUCCESSOR AGENCY, CONTRACTOR'S proposal submitted in
12 response to the RFP and this AGREEMENT. In the event of any conflict, the following
13 the following order of precedence shall govern: (1) this AGREEMENT (and Exhibits);
14 (2) the RFP requirements; and (3) CONTRACTOR'S proposal and any supplemental
15 responses. In case of any ambiguity or discrepancy between words and figures used in
16 the aforementioned documents, the words shall control.

17 CONTRACTOR shall obtain at its own expense, all necessary licenses, permits,
18 and certificates, including, but not limited to, those required by the SUCCESSOR
19 AGENCY to perform the services contemplated in this AGREEMENT. The
20 CONTRACTOR shall notify the SUCCESSOR AGENCY immediately of any
21 suspension, termination, lapse, restriction, or non-renewal of the required licenses,
22 permits, certificates or other documents. Failure to comply with these terms may, at the
23 option of the SUCCESSOR AGENCY, be treated as a material breach of this
24 AGREEMENT authorizing termination by the SUCCESSOR AGENCY.

25 CONTRACTOR covenants that neither it, nor any of its employees, agents,
26 contractors and/or subcontractors has any interest, nor shall they acquire any interest,
27 direct or indirect, in this AGREEMENT, nor any other interest which would conflict in
28 any manner or degree with the performance of its services hereunder.

1 CONTRACTOR warrants that it shall perform the services required by this
2 AGREEMENT in compliance with all applicable Federal, State and local employment
3 laws, including, but not limited to, those related to work hours and minimum wage;
4 occupational health and safety; fair employment and employment practices; workers'
5 compensation insurance and safety in employment; and all other Federal, State and
6 local laws or ordinances applicable to the services required under this AGREEMENT;
7 and CONTRACTOR is liable for any penalty imposed for a violation thereof.

8 It is mutually agreed by the Parties that the SUCCESSOR AGENCY is relying
9 upon the professional skill of CONTRACTOR and CONTRACTOR shall perform all
10 services required by this AGREEMENT to the highest and best professional standards.
11 Acceptance of CONTRACTOR'S work by SUCCESSOR AGENCY shall not operate
12 as a release of CONTRACTOR'S representations.

13 Staffing and Schedule

14 CONTRACTOR shall provide onsite parking attendant coverage and supervision
15 of the PARKING GARAGES. Each parking garage shall have at least one parking
16 attendant during the days and hours of operation specified by the SUCCESSOR
17 AGENCY. The SUCCESSOR AGENCY reserves the right to change the staffing level
18 and the days and hours of operation for the PARKING GARAGES, and shall provide
19 the CONTRACTOR thirty (30) days written notice of any change. Attached as
20 Exhibit A and incorporated herein by reference, is the schedule of days and hours of
21 operation for the PARKING GARAGES. The CONTRACTOR reserves the right to
22 determine the assignment of employees performing services under this Agreement.

23 If any scheduled parking attendant is unable to perform services at the
24 PARKING GARAGES for any reason, the CONTRACTOR shall find a qualified
25 replacement within sixty (60) minutes of said parking attendant's scheduled staffing
26 time. CONTRACTOR'S failure to meet this time commitment may result in a five
27 hundred dollar (\$500) reduction in its monthly fee per occurrence.

1 The SUCCESSOR AGENCY reserves the right to require the CONTRACTOR
2 to replace any employee performing services under this Agreement for any or no
3 reason. Any replacement employee is subject to the SUCCESSOR AGENCY'S written
4 approval prior to performing any services under this AGREEMENT, and such approval
5 shall not be unreasonably conditioned, delayed or withheld.

6 Parking Attendant Qualifications and Duties

7 Each parking attendant must be eighteen years of age or older; able to read, write
8 and speak English fluently; fully trained and knowledgeable concerning operating
9 policies and procedures for the PARKING GARAGES; wear clean uniforms at all
10 times while on duty; and pass a background check conducted by the Inglewood Police
11 Department. The CONTRACTOR shall pay the costs of background checks for all
12 person performing services under this AGREEMENT.

13 The parking attendant shall perform the following duties:

14 1. Collect fees (cash, credit or other authorized form of payment) and/or
15 verify parking permits of person's parking their vehicles in the PARKING GARAGES.
16 Deposit fees collected in the SUCCESSOR AGENCY'S account maintained with the
17 City of Inglewood. Deposits shall be made within one (1) business day with the cashier
18 in the Finance Department located on the first floor of Inglewood City Hall or placed in
19 the drop box located outside of Inglewood City Hall.

20 2. Inspect the PARKING GARAGES both before opening and after closing,
21 report all electrical and mechanical problems, hazards and any other issues to the
22 SUCCESSOR AGENCY'S designated representative.

23 3. Keep the parking attendant booth and areas within ten (10) feet of the
24 booth clean, orderly and free from any unauthorized writing or marking.

25 4. Notify supervisors when any parking attendant is unable to complete a
26 shift and arrange for backup within 60 minutes.

27 5. Report day-to-day operational issues and vehicles parked seventy-two
28 (72) or more consecutive hours, with malfunctioning car alarms, or leaking fluid.

1 6. Report all incidents involving or occurring in the PARKING GARAGES,
2 including, but not limited to, accidents, collisions, injuries, vandalism, theft or any other
3 crimes to the proper authorities, including the CONTRACTOR'S supervisor,
4 SUCCESSOR AGENCY'S representative and the Inglewood Police Department.

5 7. Request supplies, equipment and repairs of equipment, including but not
6 limited to such supplies and equipment consisting of cash registers, ticket dispensers,
7 card readers and arm gates.

8 Records, Reports and Accounting

9 CONTRACTOR shall maintain a system of internal controls to account for
10 money collected from the PARKING GARAGES, and expenditures incurred while
11 performing services under this AGREEMENT. All expenditures shall require prior
12 written approval from the SUCCESSOR AGENCY.

13 CONTRACTOR shall maintain deposit account records, daily reconciliation of
14 pull tickets, fees collected and any lost tickets, document malfunctions to the ticket
15 machine and gate arm, and submit these records to the SUCCESSOR AGENCY and its
16 designated representative.

17 CONTRACTOR shall maintain records and reports of each incident or
18 occurrence giving rise to any claim for loss or damages, and submit said documents to
19 the SUCCESSOR AGENCY'S designated representative within twenty-four (24) hours
20 of the reported incident. The report shall include the names, addresses and telephone
21 numbers of the involved persons and any witnesses. CONTRACTOR shall contact the
22 Inglewood Police Department and any other appropriate authority depending on the
23 incident.

24 Customer Service and Market Research

25 CONTRACTOR shall maintain a customer service program to resolve any
26 complaints concerning the PARKING GARAGES and/or its staff. As part of this
27 program, the CONTRACTOR shall provide a phone number clearly posted on the
28 parking attendant's booths for the public to make and submit complaints or issues

1 concerning the PARKING GARAGES. CONTRACTOR shall keep detailed logs of the
2 complaints, including the complainant's name, telephone number and address (if
3 provided), a description of the complaint, and the actions taken by the CONTRACTOR
4 to resolve the complaint or the reason for not taking any action.

5 Complaints outside of the scope of service of this Agreement shall be forwarded to the
6 SUCCESSOR AGENCY'S designated representative within one (1) business day.

7 CONTRACTOR shall assist with research regarding parking rates, vehicle
8 occupancy and duration, additional operational services that may be provided and
9 comparison studies with other public parking garages or lots located in the surrounding
10 area.

11 **ARTICLE 2 – SUCCESSOR AGENCY'S RESPONSIBILITIES**

12 The SUCCESSOR AGENCY shall provide the resources and items specified in
13 Exhibit B, which is attached hereto and fully incorporated herein by reference.

14 **ARTICLE 3 – TERM AND TERMINATION**

15 Term. The initial term of this AGREEMENT is for three (3) years commencing
16 on March 15, 2015, and expiring on February 28, 2018,

17 Termination. The SUCCESSOR AGENCY may terminate this AGREEMENT
18 at its own discretion, or when conditions involving its operation and use make it
19 impossible to proceed, or if the SUCCESSOR AGENCY is prevented from proceeding
20 with this AGREEMENT by law, or by official action of a public authority having
21 jurisdiction over the PARKING GARAGES. The SUCCESSOR AGENCY shall
22 provide thirty (30) days written notice of termination to the CONTRACTOR, unless a
23 shorter notice time is reasonable or necessary. In the event of termination,
24 CONTRACTOR shall immediately stop rendering services under this Agreement,
25 unless otherwise directed to continue by the SUCCESSOR AGENCY, and shall days
26 submit its final invoice to the SUCCESSOR AGENCY within fifteen (15) days.

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1 shall neither be reimbursed nor have any claim for reimbursement against the
2 SUCCESSOR AGENCY.

3 All invoices submitted by the CONTRACTOR shall include: (1) date of invoice;
4 (2) sequential invoice number; (3) SUCCESSOR AGENCY Agreement number;
5 (4) total Agreement amount; (5) total invoice amount; (6) description of service
6 provided and reimbursable expense; (7) CONTRACTOR'S employee(s) name
7 providing service, time spent, and hourly rate; (8) total billed to date; and (9) total
8 amount remaining on Agreement.

9 CONTRACTOR shall be responsible for the cost of supplying all documentation
10 necessary to verify monthly billings to the satisfaction of the SUCCESSOR AGENCY
11 and shall certify on each invoice that it is entitled to the amount invoiced.

12 No compensation will be provided for any other task, service or expense not
13 specifically authorized by this AGREEMENT without prior written approval of the
14 SUCCESSOR AGENCY.

15 CONTRACTOR shall not charge and SUCCESSOR AGENCY shall not pay any
16 finance charges and/or late fees on any overdue invoices.

17 **ARTICLE 5 – CONTRACT ADMINISTRATION**

18 SUCCESSOR AGENCY

19 Unless otherwise designated in writing, the City of Inglewood's Parking and
20 Enterprise Services Manager shall serve as the SUCCESSOR AGENCY'S
21 representative for the administration of this Agreement.

22 CONTRACTOR

23 Unless otherwise designated in writing, ELOY ESTRADA shall serve as the
24 CONTRACTOR'S project manager for this Agreement.

25 The CONTRACTOR represents that it has or will secure at its own expense all
26 personnel required to perform the services under this Agreement. All the services
27 required under this Agreement shall be performed by the CONTRACTOR or under its
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1 supervision, and all personnel engaged in the work shall be qualified to perform such
2 services.

3 **ARTICLE 6 – SUCCESSOR AGENCY’S RESERVATION OF RIGHTS**

4 The SUCCESSOR AGENCY reserves the right to do the following:

5 1. Modify the staffing level and/or the days and hours of operation for the
6 Parking Garages;

7 2. Enter into agreements with third parties for use of the Parking Garages;

8 3. Modify, add, delete or restrict access to parking spaces in the Parking
9 Garages;

10 **ARTICLE 7 – NOTICE**

11 Any notice given pursuant to this Agreement shall be deemed received and
12 effective on the date personally delivered, or if mailed, five (5) days after deposit of the
13 same in the custody of the U.S. Postal Service, when properly addressed, posted and
14 deposited in the U.S. mail addressed to the respective parties as follows:

15 **SUCCESSOR AGENCY:**

16 **One Manchester Boulevard**

17 **Inglewood, CA 90301**

18 **Executive Director**

19 **Inglewood, CA 90301**

CONTRACTOR:

550 S. Hope Street, Suite 2200

Los Angeles, CA 90071

20 **ARTICLE 8 – INSURANCE**

21 **Required Insurance Coverage**

22 CONTRACTOR shall obtain and maintain at its expense, until completion of
23 performance and acceptance by the SUCCESSOR AGENCY, the following insurance
24 issued by an insurance company currently authorized by the Insurance Commissioner to
25 transact the business of insurance in the State of California and having a rating of or
26 equivalent to A:VIII by A.M. Best Company:

1 a. Commercial General Liability

2 Commercial General Liability (equivalent in coverage scope to Insurance
3 Services Office, Inc. (ISO) forms CG 00 01 11 85 or CG 00 01 11 88) in an amount not
4 less than One Million Five Hundred Thousand Dollars (\$1,500,000) per occurrence and
5 Two Million Dollars (\$2,000,000) general aggregate. Such insurance shall include
6 products and completed operations liability, independent contractor's liability, broad
7 form contractual liability and cross liability protection.

8 The "City of Inglewood as Successor Agency of the Inglewood Redevelopment
9 Agency, its board members, officials, officers, agents, contractors employees and
10 volunteers" must be separately endorsed to the policy as additional insured's on an
11 endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

12 b. Automobile Liability

13 Automobile liability (including any owned, non-owned, hired or rented) in an
14 amount not less than One Million Dollars (\$1,000,000) combined single limit per
15 accident for bodily injury and personal property damage covering Auto Symbol 1 (Any
16 Auto).

17 c. Workers' Compensation and Employer's Liability

18 Workers' Compensation as required by the California Labor Code and
19 Employer's Liability in an amount not less than One Million Dollars (\$1,000,000) per
20 occurrence.

21 d. Commercial Crime Coverage

22 Commercial Crime Coverage (including employee dishonesty) naming the
23 SUCCESSOR AGENCY as a loss payee with respect to any loss concerning the
24 Agreement, in the minimum amount of Two Million Dollars (\$2,000,000) per claim.

25 e. Professional Liability

26 Professional Liability (Errors and Omissions) coverage in the minimum amount
27 of One Million Dollars (\$1,000,000) per claim.

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2 **Required Insurance Documentation**

3 a. Certificate of Insurance

4 The CONTRACTOR must provide a Certificate of Insurance evidencing the
5 required insurance set forth above. The Certificate Holder must be the "City of
6 Inglewood as Successor Agency of the Inglewood Redevelopment Agency," and the
7 Certificate Holders address must be addressed to One Manchester Boulevard,
8 Inglewood, CA 90301.

9 b. Endorsements

10 In addition to the Certificate of Insurance, the CONTRACTOR must provide the
11 following endorsements:

12 1) Additional insured endorsements to the general liability and auto liability
13 insurance policies. The "City of Inglewood as Successor Agency of the Inglewood
14 Redevelopment Agency, its board members, officials, officers, agents, contractors,
15 employees and volunteers" must be separately endorsed to the CONTRACTOR'S
16 commercial general liability policy and the auto liability policy as additional insured's
17 on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

18 2) Cancellation of notice endorsements. Each policy must be endorsed to
19 provide that the policy shall not be cancelled or non-renewed by either party or reduced
20 in coverage or limits (except by paid claims) unless the insurer has provided the
21 SUCCESSOR AGENCY with thirty (30) days prior written notice of cancellation, ten
22 (10) days for cancellation due to nonpayment of premium is acceptable.

23 3) Primary and noncontributory coverage endorsements. The commercial
24 general liability and (if required) professional liability policies must be endorsed to
25 provide that each policy shall on a primary and noncontributing basis in relation to any
26 insurance or self-insurance, primary or excess, maintained by or available to the
27 SUCCESSOR AGENCY, its board members, officials, officers, agents and employees.
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2 **Deductibles and Self-insured Retentions**

3 Any deductibles or self-insured retentions must be declared to and approved by
4 the SUCCESSOR AGENCY. At the SUCCESSOR AGENCY'S option, the insurer
5 shall either reduce or eliminate such deductibles or self-insured retentions with respect
6 to the SUCCESSOR AGENCY, its board members, officials, officers, agents,
7 contractors, employees, and volunteers or the insurer shall provide a financial guarantee
8 satisfactory to the SUCCESSOR AGENCY guaranteeing payment of losses and related
9 investigations, claims, administration and defense expenses.

10 **Other Insurance Provisions**

11 CONTRACTOR shall obtain and cause to remain in full force and effect for the
12 term of this Agreement and for six months thereafter, all of the required insurance
13 coverage in the minimum amounts specified above.

14 **Verification of Coverage Prior to Commencement of Services**

15 CONTRACTOR shall furnish the SUCCESSOR AGENCY with original
16 certificates and amendatory endorsements affecting coverage required by this
17 Agreement. The endorsements should be on forms provided by the SUCCESSOR
18 AGENCY or on other forms than the SUCCESSOR AGENCY'S forms, provided those
19 endorsements or policies conform to the SUCCESSOR AGENCY'S requirements. All
20 certificates and endorsements are to be received and approved by the SUCCESSOR
21 AGENCY before work commences. The SUCCESSOR AGENCY reserves the right to
22 require complete, certified copies of all required insurance policies, including
23 endorsements affecting the coverage required by these specifications at any time.

24 **ARTICLE 9 – INDEPENDENT CONTRACTOR**

25 CONTRACTOR enters into this Agreement as an independent contractor and
26 not as an employee of the SUCCESSOR AGENCY. CONTRACTOR shall have no
27 power or authority by this Agreement to bind the SUCCESSOR AGENCY in any
28 respect. Nothing in this Agreement shall be construed to be inconsistent with this

1 independent contractor relationship or status. All employees, agents, contractors or
2 subcontractors hired or retained by the CONTRACTOR are employees, agents,
3 contractors or subcontractors of the CONTRACTOR, and not the SUCCESSOR
4 AGENCY. The SUCCESSOR AGENCY is not obligated in any way to pay any wage
5 claims or other claims made against the CONTRACTOR by any such employee, agent,
6 contractor or subcontractor, or by any other person resulting from the performance of
7 this Agreement.

8 **ARTICLE 10 – INDEMNIFICATION**

9 To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend,
10 protect and hold harmless the SUCCESSOR AGENCY, its board members, officials,
11 officers, contractors, agents, employees and volunteers (collectively “Indemnities”)
12 from and against any loss, injury, damage, claim, lawsuit, expense, attorney’s fees, or
13 any other cost arising out of or in any way related to the performance of this
14 Agreement, to the extent caused in whole or in part by the negligent act or omission,
15 recklessness or willful misconduct of the CONTRACTOR, any subcontractor, anyone
16 directly or indirectly employed by any of them or anyone for whose acts any of them
17 may be liable, except where caused by the sole negligence or willful misconduct of the
18 SUCCESSOR AGENCY.

19 If any action or proceeding is brought against the Indemnities by reason of any
20 of the matters against which CONTRACTOR has agreed to indemnify Indemnities as
21 provided above, CONTRACTOR, upon notice from the SUCCESSOR AGENCY, shall
22 defend the Indemnities at CONTRACTOR’S expense by counsel acceptable to the
23 SUCCESSOR AGENCY, such acceptance shall not be unreasonably withheld.
24 Indemnities need not have first paid for any of the matters to which Indemnities are
25 entitled to indemnification in order to be so indemnified. The insurance required to be
26 maintained by CONTRACTOR under this Agreement shall ensure CONTRACTOR’S
27 obligations under this Article, but the limits of such insurance shall not limit the
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1 liability of the CONTRACTOR hereunder. The provisions of this Article shall survive
2 the expiration or earlier termination of this Agreement.

3 **ARTICLE 11 – NONASSIGNABILITY**

4 The expertise and experience of the CONTRACTOR are material considerations
5 of this Agreement. The SUCCESSOR AGENCY has an interest in the qualifications
6 and capabilities of the CONTRACTOR which is required to fulfill the duties and
7 obligations imposed under this Agreement. In recognition of that interest, the
8 CONTRACTOR shall not assign or transfer this Agreement, or any portion of this
9 Agreement, or the performance of any of the CONTRACTOR'S duties or obligations
10 under this Agreement without the prior written consent of the SUCCESSOR AGENCY.
11 Any unauthorized assignment shall be ineffective, null and void, and shall constitute a
12 material breach of this Agreement entitling the SUCCESSOR AGENCY to any and all
13 remedies at law or equity, including summary termination of this Agreement. The
14 CONTRACTOR shall not assign any interest in this Agreement and shall not transfer
15 any interest in the same whether by assignment or novation, without prior written
16 approval of the SUCCESSOR AGENCY.

17 **ARTICLE 12 – RECORDS AND AUDIT**

18 CONTRACTOR shall maintain copies of all data, information, documents,
19 timesheets, invoices and other materials of work performed in connection with this
20 Agreement. The SUCCESSOR AGENCY shall have access to and the right to
21 examine, audit, excerpt copy or transcribe any pertinent transaction, activity, or record
22 relating to this Agreement. SUCCESSOR AGENCY'S auditors, at all reasonable
23 times, shall have access to the offices of the CONTRACTOR and its subcontractors,
24 and all necessary records, and shall be provided adequate working areas for the
25 SUCCESSOR AGENCY to conduct audits in compliance with this Agreement. Such
26 working area shall include a desk, chair, calculator and telephone, and shall have ready
27 access to a photocopy or facsimile machine. SUCCESSOR AGENCY auditors shall be
28 allowed to interview any employee of CONTRACTOR and its subcontractors

1 throughout the term of this Agreement and for a period of three (3) years after final
2 payment or longer if required by law.

3 All materials, including all pertinent financial records and proprietary data, shall
4 be stored and maintained by CONTRACTOR at its main facility. Originals and/or
5 copies of such documents or records shall be provided, at CONTRACTOR'S expense,
6 directly to the SUCCESSOR AGENCY.

7 Where SUCCESSOR AGENCY has reason to believe that any of the documents
8 or records required to be maintained pursuant to this section may be lost or discarded
9 due to dissolution or termination of CONTRACTOR'S business, SUCCESSOR
10 AGENCY may, by written request, require that custody of such documents or records
11 be maintained by the requesting party. Access to such documents and records shall be
12 granted to the SUCCESSOR AGENCY, as well as its successors-in-interest and
13 designated representatives.

14 **ARTICLE 13 – OWNERSHIP OF DOCUMENTS**

15 The SUCCESSOR AGENCY shall own all data, information, documents and
16 other work product of the CONTRACTOR prepared, assembled or maintained in
17 connection with this Agreement. The SUCCESSOR AGENCY shall have the sole right
18 to use such materials within its discretion and without further compensation to the
19 CONTRACTOR. The CONTRACTOR shall at its sole expense provide all such
20 documents or work product to the SUCCESSOR AGENCY upon request.

21 CONTRACTOR shall assist the SUCCESSOR AGENCY in timely responding
22 to requests made under the California Public Records Act to inspect any of the above
23 described items under CONTRACTOR'S possession or control. The SUCCESSOR
24 AGENCY shall make an independent determination as to the confidentiality of these
25 documents to the extent permitted by law.

1 **ARTICLE 14 – NONDISCRIMINATION**

2 California Labor Code section 1735

3 No discrimination shall be made in the employment of persons working on
4 behalf of or as an agent for the SUCCESSOR AGENCY because of the race, religious
5 creed, color, national origin, ancestry, physical or mental disability, medical condition,
6 genetic information, marital status, sex, gender, gender identity, gender expression, age,
7 sexual orientation, military and veteran status of any person, or any other cognizable
8 group protected by law, except as provided in section 12940 of the Government Code.
9 Every contractor for the SUCCESSOR AGENCY violating Labor Code section 1735 is
10 subject to all the penalties imposed for a violation of this law.

11 **ARTICLE 15 – AMENDMENTS, CHANGES OR MODIFICATIONS**

12 No amendments, changes or modifications to this Agreement shall be effective
13 unless in writing and signed by authorized representatives of the Parties hereto.

14 **ARTICLE 16 – CHOICE OF LAW AND VENUE**

15 This agreement shall be interpreted, construed and governed according to the
16 laws of the State of California. In the event of litigation between the Parties, venue in
17 state trial courts shall lie exclusively in the County of Los Angeles, Superior Court,
18 Southwest District, located at 825 Maple Avenue, Torrance, California, 90503-5058. In
19 the event of litigation in the United States District Court, venue shall lie exclusively in
20 the Central District of California, in Los Angeles.

21 **ARTICLE 17 – WAIVER OF BREACH OR DEFAULT**

22 Waiver of a breach or default of any term, condition or covenant under this
23 Agreement shall not constitute a continuing waiver thereof, nor shall it constitute a
24 waiver of any other term, condition or covenant. Acceptance by the CITY of any work
25 or services performed by the CONTRACTOR shall not constitute a waiver of the
26 CITY'S right to seek correction for any breach or default under this Agreement.

1 **ARTICLE 18 – SEVERABILITY**

2 In the event that any term, condition or covenant herein is held to be invalid or
3 void by any court of competent jurisdiction, the same shall be deemed severable from
4 the remainder of the Agreement and shall in no way affect any other term, condition or
5 covenant contained herein so long as its severance does not render this Agreement
6 meaningless with regard to a material term, in which event the entire Agreement shall
7 be void. If such term, condition, covenant or other provision shall be deemed invalid
8 due to its scope of breadth, such provision shall be deemed valid to the extent of the
9 scope of breadth permitted by law.

10 **ARTICLE 19 – TITLES AND CAPTIONS**

11 Article titles, paragraph titles, or captions contained herein are inserted as a
12 matter of convenience and for reference, and in no way define, limit, extend, or
13 describe the scope of this Agreement or any provision hereof.

14 **ARTICLE 20 – WAIVER OF PRINCIPLE OF CONTRA**
15 **PROFERENTUM**

16 The Parties waive any benefit from the principle of *contra proferentum* and
17 interpreting ambiguities against the drafter. No party shall be deemed the drafter of this
18 Agreement, or of any particular provision, and no part of this Agreement shall be
19 construed against any party on the basis that the particular party is the drafter of this
20 Agreement.

21 **ARTICLE 21 – COUNTERPARTS**

22 This Agreement may be executed in counterparts, and when each party hereto
23 has signed and delivered at least one such counterpart, each counterpart shall be
24 deemed an original and, when taken together with the other signed counterparts, shall
25 constitute one Agreement, which shall be binding and effective as to all Parties hereto.

26 **ARTICLE 22 – ENTIRE AGREEMENT**

27 This Agreement and any agreement, document, exhibit, or instrument attached
28 hereto or referred to herein, integrate all the terms and conditions mentioned herein or

1 incidental hereto, and supersede all oral negotiations and prior writings with respect to
2 the subject of this Agreement. The terms, conditions and covenants of this Agreement
3 shall prevail over any other agreement, document or instrument. Furthermore, each
4 party to this Agreement acknowledges that no representations, inducements, promises
5 or agreements, oral or otherwise, have been made by any party, or anyone acting on
6 behalf of any party that are not contained herein.

7
8 **IN WITNESS THEREOF**, the SUCCESSOR AGENCY and CONTRACTOR,
9 have executed this Agreement as of the date first written above.

10
11 **SUCCESSOR AGENCY:**

CONTRACTOR:

12
13 By: _____
14 James T. Butts, Jr.
CHAIRPERSON

By: _____
Name:
Title:

15
16 **ATTEST:**

APPROVED AS TO FORM:

17
18 By: _____
19 Yvonne Horton
20 AGENCY SECRETARY

By: _____
Kenneth Campos
GENERAL COUNSEL FOR
SUCCESSOR AGENCY

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22 **APPROVED:**

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24 By: _____
25 Royce K. Jones
26 KANE BALLMER & BERKMAN
27 SPECIAL COUNSEL FOR
28 SUCCESSOR AGENCY

EXHIBIT A

Parking Garage Hours of Operations

1. Parking Garage #1 in the Civic Center requires an attendant from 6:30 a.m. to 6:30 p.m. Monday to Fridays (five days per week). The first half hour of services each day is for facilities inspection and work area maintenance and report preparation. Parking Garage #1 will be closed on city/court State holidays except Good Friday. (247 days per year service is required.)
2. Parking Garage #2 on Locust St requires an attendant from 6:30 a.m. to 6:30 p.m. Monday to Saturday (six days per week). The first one half hour of services is for facilities inspection, work area maintenance and report preparation. Parking Garage #2 requires staffing on holidays, except Thanksgiving Day and Christmas Day. (310 days per year service is required)

EXHIBIT B
Compensation

Staffing

1. The hourly rate for both Garage #1 Civic Center and Garage #2 Locust St for full time and part-time staff is \$19.90 per hour for the first 24 months of service. The hourly rate for staffing are all inclusive of contractor's costs for salaries, employer paid taxes, employee benefits, overhead and profit.
2. Starting with the third year (month 25) of the agreement, and any subsequent contract extensions, hourly rate for staffing shall be subject to annual change based on Consumer Price Index (CPI) change for prior twelve (12) month period using U.S. Department of Labor All Urban CPI rate change for Los Angeles, Orange and Long Beach, area, not to exceed 3.5% annually.
3. The Successor Agency may request contractor to purchase equipment and supplies and facilitate minor repairs to facilities on an "as-needed" basis. Contractor will invoice Successor Agency and provide documentation of expenses incurred on a monthly basis. Contractor will be reimbursed at costs plus administrative fee as indicated below:

| Expense Reimbursement Admin Fee | |
|---------------------------------|-------|
| Repairs < \$1,000 | none |
| Supplies < \$1,000 | none |
| | |
| Repairs > \$1,000 | 1.50% |
| Supplies > \$1,000 | 1.50% |

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1 WHEREAS, AB 26 requires that there shall be an oversight board
2 ("Oversight Board") established for each of the former California redevelopment
3 agency's successor agencies to supervise the activities of the Successor Agency
4 and the wind down of the dissolved Redevelopment Agency's affairs pursuant to AB
5 26; and

6 WHEREAS, the City of Inglewood, as Successor Agency is engaged in
7 activities necessary to wind down the Former Redevelopment Agency, and

8 WHEREAS, the Successor Agency operates two off-street parking
9 structures, one located at the Inglewood Civic Center, and the other on Locust
10 Street, as more fully described in that certain parking services agreement (the
11 "Agreement") with L&R Auto Parks, Inc.. The Agreement is presented to the
12 Oversight Board following a request for proposals process whereby Successor
13 Agency staff proposed L&R Auto Parks, Inc. to provide parking garage staffing and
14 related services and supplies for these two Successor Agency parking structures as
15 set out more fully in the Agreement; and

16 NOW, THEREFORE, the Oversight Board for the Successor Agency to the
17 Inglewood Redevelopment Agency does hereby resolve as follows:

18 SECTION 1. The Recitals set forth above are true and correct and are
19 incorporated into the Resolution by this reference.

20 SECTION 2. The Oversight Board hereby approves the Agreement and
21 directs the authorized signatory of the Successor Agency to enter into by the
22 Agreement, or such acceptable form thereof, when and as appropriate.

23 SECTION 3. The Oversight Board Secretary shall certify as to the
24 adoption of this Resolution.

25 SECTION 4. This Resolution shall take effect immediately upon
26 adoption.

1 PASSED, APPROVED AND ADOPTED by the Oversight Board to the
2 Successor Agency of the Inglewood Redevelopment Agency, at its meeting held on
3 the _____ day of January, 2015 by the following vote:

4 Yes:

5 No:

6 Abstain:

7

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9 _____
James T. Butts, Chairman

10

11 ATTEST:

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14 _____
Oversight Board Secretary

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